456, 457. In the outcome, defendant was sent back to his trial for murder, as could be done under prior Georgia holdings. *Brantley* v. *State*, 132 Ga. 573, 64 S. E. 676. In other jurisdictions he could be tried again only for manslaughter. *State* v. *Martin*, 30 Wis. 216; *State* v. *Dowling*, 84 N. Y. 478. See *Trono* v. *United States*, 199 U. S. 521; 19 HARV. L. REV. 300. In such a jurisdiction a ruling like that in the principal case would be very unfortunate indeed.

ASSIGNMENTS FOR CREDITORS — VALIDITY — ASSENT OF CREDITORS. — Pursuant to a resolution adopted by his creditors, the debtor executed and delivered a deed of assignment for the benefit of his creditors to the trustee selected by them. Before communication of the execution of the deed to any creditor, a judgment creditor who had not joined in the resolution levied on the property covered by the deed. *Held*, that as the deed passed no title to the trustee, the judgment creditor should succeed. *Ellis & Co.* v. *Cross*, 113 L. T. R. 503 (K. B.).

Under the view generally accepted in the United States, a deed of assignment for the benefit of creditors is enforceable upon execution and delivery, consent thereto on the part of creditors being either unnecessary or presumed. *Nicoll* v. *Mumford*, 4 Johns. Ch. (N. Y.) 522; *Hyde* v. *Olds*, 12 Oh. St. 591; *Tompkins* v. *Wheeler*, 16 Pet. (U. S.) 106. See 11 HARV. L. REV. 412; BURRILL, ASSIGNMENTS, 6 ed., § 257. In England and Massachusetts, however, the assent of creditors is required. In Massachusetts, the assignment is held a fraudulent conveyance until assented to, and is then validated to an amount equal to the aggregate claims of the creditors who assented. *Widgery* v. *Haskell*, 5 Mass. 144. In England, no title passes to the trustee unless one or more creditors subsequently assent to the deed. Until such assent the deed is treated as creating a revocable power given to the "trustee" to dispose of the property for the benefit of the debtor. *Garrard* v. *Lauderdale*, 3 Sim. 1. If the trustee is a creditor, however, it is said that he takes a power coupled with an interest which makes the agency irrevocable and the deed good. *Siggers* v. *Evans*, 5 El. & Bl. 367. In the principal case, it is submitted, that the assent given before the execution should be as good as assent after. An analogy is afforded in the law of sales of personal property where consent prior to an act of appropriation is just as good as assent after the act. WILLISTON, SALES, § 274. In Massachusetts this assent would have prevented the deed from being a fraudulent conveyance to the extent of the total claims of the assenting creditors. *Cf. Fall River Iron Works* v. *Croade*, 15 Pick. (Mass.) 11, 17. Even in England it has been held that a prior consent would at least have prevented any assenting creditor from treating the assignment as an act of bankruptcy. *Ex parte Stray*, L. R. 2 Ch. App. 374.

BILLS AND NOTES — DEFENSES — NEGLIGENCE OF MAKER — SIGNING IN BLANK. — The defendant handed his blank note to a friend to hold till further instructions were given. The next day he directed that it be destroyed or returned to him. The note was filled out and indorsed to the plaintiff, a holder in due course, who now sues. *Held*, that he may recover. *Hancock* v. *Empire Cotton Oil Co.*, 86 S. E. 434 (Ga.).

The maker of a complete instrument keeps it at his peril, and lack of delivery is no defense to a suit by a *bonâ fide* purchaser. *Shipley* v. *Carroll*, 45 Ill. 285. *Contra*, *Sheffer* v. *Fleischer*, 158 Mich. 270, 122 N. W. 543. But the maker of an incomplete instrument cannot be subjected to liability unless express or implied authority has been given for filling the blanks. *Baxendale* v. *Bennett*, 3 Q. B. D. 525; *Ledwich* v. *McKim*, 53 N. Y. 307; *Linick* v. *Nutting & Co.*, 140 App. Div. 265, 125 N. Y. Supp. 93. Though it is well settled that by delivering an incomplete instrument for negotiation the maker authorizes its completion and is liable to a holder in due course regardless of whether the au-